

problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by MCIm and ILEC.

#### **4.1.5.7 ILEC Software Changes:**

**4.1.5.7.1** When ILEC plans to introduce any software changes which impact the format or content structure of the usage data feed to MCIm, designated ILEC personnel shall notify MCIm no less than one hundred twenty (120) calendar days before such changes are implemented.

**4.1.5.7.2** ILEC shall communicate the projected changes to the appropriate groups in MCIm so that potential impacts on MCIm processing can be determined.

**4.1.5.7.3** MCIm personnel shall review the impact of the change on the entire control structure and the Post Conversion Test Plan, herein. MCIm shall negotiate any perceived problems with ILEC and shall arrange to have the data tested utilizing the modified software.

**4.1.5.7.4** If it is necessary for ILEC to request changes in the schedule, content or format of usage data transmitted to MCIm, ILEC shall notify MCIm.

#### **4.1.5.8 MCIm Requested Changes:**

**4.1.5.8.1** MCIm may request changes in the schedule, content, format of the usage data transmitted from ILEC, as deemed necessary by MCIm.

**4.1.5.8.2** When the negotiated changes are to be implemented, MCIm and/or ILEC shall arrange for testing of the modified data in a Post Conversion Test Plan designed to encompass all types of changes to the usage data transferred by ILEC to MCIm and the methods of transmission for that data.

#### **4.1.5.9 ILEC System Change Description:**

**4.1.5.9.1** For a ILEC system change, ILEC shall provide MCIm with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

**4.1.5.9.2** During the initial negotiations regarding the change, ILEC shall provide a list of the specific records and/or systems impacted by the change to designated MCIm personnel.

**4.1.5.9.3** ILEC shall also provide MCIm a detailed description of the changes to be implemented. It shall include sufficient detail for designated MCIm personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

**4.1.5.10 Change Negotiations:**

**4.1.5.10.1** MCIm shall be notified in writing of all proposed negotiations initiated by ILEC. In turn, MCIm shall notify ILEC of proposed change negotiations initiated by MCIm.

**4.1.5.10.2** After formal notification of planned changes, whether originated by ILEC or MCIm, designated MCIm personnel shall schedule negotiation meetings as required with designated ILEC personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

**4.1.5.10.3** In subsequent meetings, ILEC shall provide the detailed description of changes to be implemented. After reviewing the described changes, designated MCIm personnel shall negotiate a detailed test procedure with ILEC.

**4.1.5.11 Changes to controls:**

- MCIm may request changes to the control structure.
- ILEC shall comply with the requested changes.

#### **4.1.5.12 Verification Of Changes**

**4.1.5.12.1** Based on the detailed description of changes furnished by ILEC, MCI and ILEC personnel shall:

- Determine the type of change(s) to be implemented.
- Develop a comprehensive test plan.
- Negotiate scheduling and transfer of modified data with ILEC.
- Negotiate testing of modified data with the appropriate MCI RPC.
- Negotiate processing of verified data through the MCI billing system with the RPC.
- Arrange for review and verification of testing with appropriate MCI groups.
- Arrange for review of modified controls, if applicable.

#### **4.1.5.13 Introduction of Changes:**

**4.1.5.13.1** When all the testing requirements have been met and the results reviewed and accepted, designated MCI and ILEC personnel shall:

- Negotiate an implementation schedule.
- Verify the existence of a contingency plan with the appropriate MCI personnel.
- Arrange for the follow-up review of changes with appropriate MCI personnel.
- Arrange for appropriate changes in control program, if applicable.
- Arrange for long-term functional review of impact of changes on the MCI billing system, i.e., accuracy, timeliness, and completeness.

### **4.2 Information Exchange and Interfaces**

#### **4.2.1 Core Billing Information**

**4.2.1.1** Recorded Usage Data all intraLATA toll and local usage. ILEC shall provide MCI with unrated EMR records associated with all intraLATA toll and local usage which they

record on MCI's behalf. Any Category, Group and/or Record types approved in the future for ILEC shall be included if they fall within the definition of local service resale. MCI shall be given notification thirty (30) days prior to implementation of a new type, category and / or record.

4.2.1.2 ILEC shall provide rated EMR records only when explicit consent for sending such records has been obtained from MCI. The following records shall be rated by ILEC:

Category 01	Operator handled, person to person, collect calls, bill to third number, SSP record query
Category 03	Credit & adjustments
Category 41	Customer credit

4.2.1.3 All messages recorded by ILEC are to be transmitted to MCI. ILEC recorded usage includes all usage by MCI Customers.

4.2.1.4 Data Delivery Schedules: Data shall be delivered to MCI by ILEC daily (Monday through Sunday) unless otherwise negotiated. MCI and/or ILEC Data Center holidays are excluded. ILEC and MCI shall exchange schedules of designated Data Center holidays.

#### 4.2.2 Supporting Billing Information

##### 4.2.2.1 Returned Long Distance Messages and Invoices

4.2.2.1.1 ILEC shall return message records or invoices to MCI for messages or invoices which cannot be billed to an ILEC end user because ILEC no longer serves the end user for the associated messages or invoices as a result of the end user telephone number being served by another LEC/CLEC.

4.2.2.1.2 Message records or invoices shall be returned as part of the established unbillable process. Returned messages or invoices shall be in industry-standard EMR format using the OBF-agreed return code 50, unless otherwise negotiated with MCI.

**4.2.2.1.3 Additional return codes to be used for return designations are as follows:**

**81 - Rated record is received and indicator 19 is set to a value of other than 1 or 3 for a CIC of zeroes.**

**82 - Message is determined to be interLATA, and interLATA is not determined to be applicable.**

**83 - field is designated as numeric field contains non-numeric values.**

**84 - message is terminating to number that has a NPA 900 or NXX 976**

**4.2.2.1.4 The above message and/or invoice returns shall contain the Operating Company Number (OCN), or another identifying number or code as may become a future industry standard, of the LEC serving the end user through resale or portability at the time the invoice or message is returned.**

**4.2.2.1.5 Following are the record types and positions where the OCN should be populated. The error or return code should continue to appear in the standard position.**

<b>01-XX-XX record:</b>	<b>positions 168-171</b>
<b>01-51-21 record:</b>	<b>positions 125-128</b>
<b>01-51-24 record:</b>	<b>positions 187-190</b>
<b>41-XX-XX record (detail):</b>	<b>positions 168-171</b>
<b>41-50-XX record (summary):</b>	<b>positions 154-157</b>
<b>42-50-XX record (summary):</b>	<b>positions 154-157</b>

#### **4.2.2.2 Telephone Number Activity**

**4.2.2.2.1 The ILEC shall provide to MCI on a daily basis, information for all telephone numbers served through resale service, portability (INP/NP), or unbundled switching to enable accurate MCI end user billing either by MCI itself or through the appropriate servicing local carrier.**

4.2.2.2.2 Such information shall be provided via NDM, or another medium as may be mutually agreed, at least daily, or at another frequency as may be mutually agreed, using a new EMR record created as an advisory of local service provider change activity for billing purposes.

4.2.2.2.3 A separate record group or record type within the designated record category as determined by OBF, or as mutually agreed, shall be used to distinguish the record. The current record type proposed is the 30-10-10 for detail ILEC. Records shall be transmitted in packs with appropriate header/trailer records as determined by OBF. ILEC shall provide the following data elements:

Record ID

Date Created

Line Range

(NPA, NXX, from line range, to line range; where from line range and to line range may be equal)

Line Range Type Indicator

L=ported, R=resale, N=non-PICable, P=paging,  
W=wireless/cellular,

X,Y,Z=local company use

Associated WTN (working telephone number)

Populated if the line range is a single number and Remote Call Forward is used. When Remote Call forward is used, this field is populated with the telephone number assigned by the CLEC.

BTN (billing telephone number)

Assumed to be associated with PTN from incumbent LEC or new LEC depending on which record it was received from.

Type of Change

A=add, C=change, D=delete

Effective Date

End date if received on record from incumbent

LEC, start date if received on record from new LEC

Old OCN

Old OCN Name

New OCN

New OCN Name

New OCN Contact Name

New OCN Contact Number  
Billing RAO  
Send to RAO  
Billing OCN  
Billing Provider Name  
Business/Residence Indicator  
End User Billing Name  
End User Billing Address  
End User City, State, ZIP

4.2.2.2.4 When ILEC provides resale services, unbundled switching, or INP (through RCF or DID), ILEC shall send the above record whenever changes in local service provider occur subsequent to an initial change.

4.2.2.2.5 Prior to OBF resolution of this standard, ILEC agrees to work cooperatively with MCI to implement an interim process to provide telephone number activity information in a timeframe and manner which is acceptable to MCI. Subsequent to OBF resolution of this standard, ILEC agrees to implement the standard in accordance with the OBF resolution no later than ninety (90) days after the date of Final Closure at OBF.

4.2.2.2.6 Bill Name and Address (BNA)

4.2.2.2.6.1 At MCI's request, ILEC shall provide to MCI Bill Name and Address (BNA) for MCI pic'd and non-pic'd subscribers via already-established CARE formats and processes, or another medium as MCI may require. BNA shall be provided independent of other services and shall be at a cost no higher than ILEC's actual cost.

#### 4.2.3 Product/Service Specific

4.2.3.2 ILEC shall provide a Specialized Service / Service Provider Charge record to support the Special Features Star Services if these features are part of ILEC's offering.

#### 4.2.4 Emergency Information

**4.2.4.2 ILEC shall provide the transport facility for transmitting usage and billing data between ILEC location and the MCIm location. ILEC shall transmit via NDM whenever possible. In the event usage transfer cannot be accommodated by NDM because of extended (one (1) business day or longer) facility outages, ILEC shall contract for a courier service to transport the data via tape**

**4.2.4.3 ILEC shall comply with the following standards when emergency data is transported to MCIm on tape or cartridge via a courier. The data shall be in fixed or variable block format as specified by MCIm and:**

**Tape:** 9-track, 6250 (or 1600) BPI (Bytes per inch)

**Cartridge:** 38,000 BPI (Bytes per inch)

**LRECL:** 2,472 Bytes

**Parity:** Odd

**Character Set:** Extended Binary Coded Decimal Interchange Code (EBCDIC)

**External labels:** Exchange Carrier Name, Dataset Name (DSN) and volume serial number

**Internal labels:** IBM Industry OS labels shall be used. They consist of a single volume label and two sets of header and trailer labels.

#### **4.2.5 Rejected Recorded Usage Data**

**4.2.5.1 At the discretion of MCIm, any messages that cannot be rated and/or billed by MCIm may be returned to ILEC via NDM. Returned messages shall be sent directly to ILEC in EMR format. Standard EMR return codes shall be utilized.**

**4.2.5.2 The ILEC must return EMR/EMI records to IXCs with the OBF standard message reject code which indicates that ILEC no longer serves the end user and which includes the OCN/Local Service Provider ID of the new LEC/Reseller serving the end user.**

**4.2.5.3 Rejected messages or invoices shall be returned to MCIm in accordance with procedures and timeframes already established between ILEC and MCIm.**



#### **4.2.6 Interfaces**

**4.2.6.1 ILEC, at no cost to MCIm, shall transmit formatted Recorded Usage Data to MCIm via NDM as designated by MCIm.**

**4.2.6.2 MCIm shall notify ILEC of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.**

**4.2.6.3 Critical edit failure on the Pack Header or Pack Trailer records shall result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by MCIm within one (1) business day of processing. Rejected packs shall be corrected by ILEC and retransmitted to MCIm within twenty-four (24) hours or within an alternate timeframe negotiated on a case by case basis.**

**4.2.6.4 A pack shall contain a minimum of one message record or a maximum of 9,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. ILEC shall provide MCIm one dataset per sending location, with the agreed upon RAO/OCN populated in the Header and Trailer records.**

#### **4.2.7 Formats & Characteristics**

**4.2.7.1 Rated in collect messages should be transmitted via the NDM and can be intermingled with the unrated messages. No special packing is needed**

**4.2.7.2 EMR: ILEC shall provide Recorded Usage Data in the EMR format and by category, group and record type, and shall be transmitted, via a direct feed, to MCIm. The following is a list of EMR records that MCIm can expect to receive from ILEC:**

<b>Header Record</b>	<b>20-21-01</b>
<b>Trailer Record</b>	<b>20-21-02</b>

**Detail Records \*** 01-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,  
10-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37  
**Credit Records** 03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,  
**Rated Credits** 41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,  
**Cancel Records** 51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,  
**Correction Records** 71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

\* Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5

4.2.7.3 ILEC shall comply with the most current version of Bellcore standard practice guidelines for formatting EMR records.

4.2.7.4 The Interfacing Bell RAO, OCN, and Remote Identifiers shall be used by MCIm to control invoice sequencing and each shall have its own invoice controls. The OCN shall also be used to determine where the message returns file, containing any misdirected and unguidable usage, shall be sent.

4.2.7.5 The file's Record Format (RECFM) shall be Variable Block or fixed as negotiated, Size and the Logical Record Length (LRECL) shall be as specified by MCIm.

4.2.7.6 Initially, ILEC may elect not to comply with specific sorting requirements. However, MCIm may elect to require ILEC to sort PACKS in accordance with MCIm specifications at a later date.

4.2.7.7 ILEC shall transmit the usage to MCIm using dataset naming conventions prescribed by MCIm.

#### 4.2.8 Controls

4.2.8.3 MCIm shall test and certify the NDM interface to ensure the accurate receipt of Recorded Usage Data.

**4.2.8.4 Header and trailer records shall be populated in positions 13-27 with the following information:**

Position	
13-14	Invoice numbers (1-99)
15-16	Bell Co. ID number
17-19	Interfacing Bell RAO Code
20-23	MCIm OCN - value 7229
24-27	Reseller OCN

**The trailer grand total record count shall be populated with total records in pack (excluding header & trailer)**

**4.2.8.4 Control Reports:** MCIm accepts input data provided by ILEC in EMR format in accordance with the requirements and specifications detailed in this Section 8 of the Attachment III. In order to ensure the overall integrity of the usage being transmitted from ILEC to MCIm, data transfer control reports shall be required. These reports shall be provided by MCIm to ILEC on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by ILEC.

**4.2.8.5 Control Reports - Distribution:** Since ILEC is not receiving control reports, dataset names shall be established during detailed negotiations.

**4.2.8.6 Message Validation Reports:** MCIm shall provide the following once(1) per day (or as otherwise negotiated) Message Validation reports to the designated ILEC System Control Coordinator. These reports shall be provided for all data received within ILEC Local Resale Feed and shall be transmitted Monday through Friday.

**4.2.8.7 Incollect Pack Processing:** This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

- ILEC Name
- Reseller Total Messages processed in a pack

- Packs processed shall reflect the number of messages initially erred and accepted within a pack
- Reseller Total Packs processed

4.2.8.8 MCIm requires information on a subscriber's selection of billing method, special language billing, and other billing options.

### **4.3 Standards**

4.3.1 When requested by MCIm for security purposes, ILEC shall provide MCIm with Recorded Usage Data within two (2) hours of the call completion. If not available in EMR format, the Recorded Usage Data may be provided in AMA format.

4.3.2 ILEC shall include the Working Telephone Number (WTN) of the call originator on each EMR call record.

4.3.3 End user customer usage records and station level detail records shall be in packs in accordance with EMR standards.

4.3.4 ILEC shall provide Recorded Usage Data to MCIm on a schedule to be determined by the parties once a day three hundred sixty-five (365) days a year, as designated by MCIm. ILEC shall provide to MCIm the Recorded Usage Data not more than twenty-four (24) hours after termination of the call for which usage data is to be provided.

4.3.5 ILEC shall segregate and organize the Recorded Usage Data in accordance with MCIm's instructions.

### **4.4 Performance Measurements**

4.4.1 When notified by MCIm that a subscriber has changed his/her PIC only from one interexchange carrier to another carrier, ILEC shall provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed.

4.4.2 **Timelines:** ILEC shall mechanically transmit, via NDM, all usage records to MCIm's Message Processing Center once (1) per day.

**Measurement:**

<u>Rating</u>	<u>Criteria</u>
Exceeds Expectations	≥99.95% records delivered on the day call was recorded
Meets Expectations =	99.94% of all messages delivered on the day the call was recorded
Approaches Expectations =	99.94% of all messages delivered within 12 hours of the day the call was recorded
Does Not Meet Expectations	<99.94% of all messages delivered within 12 hours of the day the call was recorded

**4.3.1 Completeness:** ILEC shall provide all required Recorded Usage Data and ensure that it is processed and transmitted within thirty (15) days of the message create date.

**Metric:**

[(Total number of Recorded Usage Data records delivered during current month  
 minus  
 Number of Usage Call Records held in error file at the end of the current month)  
 divided by  
 Total number of Recorded Usage Data Records delivered during current month]  
 times 100

**Measurement:**

<u>Rating</u>	<u>Criteria</u>
Exceeds Expectations	100% of all recorded records delivered
Meets Expectations	≥99.99% of all recorded records delivered

Approaches Expectations	99.95% to 99.98% of recorded records delivered
Does Not Meet Expectations	≤99.94% of all recorded records delivered

Note: Failure of ILEC to transmit to MCI 100% of all recorded messages shall result in a liability by ILEC to MCI for the lost revenue.

4.3.2 Accuracy: ILEC shall provide Recorded Usage Data in the format and with the content as defined in the current Bellcore document.

Metric:

Total Number of Recorded Usage Data Transmitted Correctly  
x 100

Total Number of Recorded Usage Data Transmitted

Measurement:

<u>Rating</u>	<u>Criteria</u>
Exceeds Expectations delivered	100% of all recorded records
Meets Expectations	≥99.99% of all recorded records delivered
Approaches Expectations	99.95% to 99.98% of all recorded records delivered
Does Not Meet Expectations	≤ 99-94% of all recorded records delivered

4.3.3 Data Packs Accuracy: ILEC shall transmit to MCI all packs error free in the format agreed.

<u>Rating</u>	<u>Criteria</u>
Exceeds Expectations	6+ months of Transmitted Packs without a rejected pack
Meets Expectations	6 months of Transmitted Packs without a rejected pack
Does Not Meet Expectations	1 Rejected Pack in a window of less than 3 months

Notes: All measurements 4.4.5 shall be on a Rolling Period.

**4.3.4 Recorded Usage Data Accuracy:** ILEC shall ensure that the Recorded Usage Data is transmitted to MCIIm error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to ILEC as a Modification Request (MR). Performance is to be measured at 2 levels defined below. MCIIm shall identify the priority of the MR at the time of hand off as Severity 1 or Severity 2. The following are MCIIm expectations of ILEC for each:

**Measurement:**

**Severity 1:**

Rating

Criteria

Exceeds Expectations

100% of the MR fixed in  $\leq 24$  hours

Meets Expectations

$\geq 90\%$  of the MR fixed in  $\leq 24$  hours and 100% of the MR fixed in  $\leq 5$  days

Does Not Meet Expectations

$< 90\%$  of the MR fixed in  $\leq 24$  hours or of the MR fixed in  $> 5$  days

**Severity 2:**

Rating

Criteria

Exceeds Expectations

100% of the MR fixed in  $< 3$  working days

Meets Expectations

$\geq 90\%$  of the MR fixed in 3 days and of the MR fixed in  $\leq 10$  Days

Does Not Meet Expectations  
or

$< 90\%$  of the MR fixed in  $\leq 3$  Days  
of the MR fixed in  $> 10$  Days

**4.3.5 Usage Inquiry Responsiveness:** ILEC shall respond to all usage inquiries within twenty-four (24) hours of MCIIm's request for information. It is MCIIm's expectation to receive continuous status reports until the request for information is satisfied.

**Measurements:**

Rating

Criteria

Meets Expectations	100% of the Inquires responded to
within 24	hours
Does Not Meet Expectations	<99.99% of the Inquiries
responded to	within 24 hours

**4.3.6 File Transfer Accuracy:** ILEC shall initiate and transmit all files error free and without loss of signal.

Metric:

$$\frac{\text{Number of FILES Received}}{\text{Number of FILES Sent}} \times 100$$

Notes: All measurement shall be a on a rolling period.

Measurement:

<u>Rating</u>	<u>Criteria</u>
Exceeds Expectations	6+ months of file transfers
without a	failure.
Meets Expectations	6 months of file transfers without
a	failure.
Does Not Meet Expectations	<6 months of file transfers
without	failure.

**4.3.7 ILEC shall meet the following performance measurements for the provision of EMR records:**

**4.3.7.1 Timeliness:** 99.94% of all records recorded each day should be received by MCI within one (1) calendar day of their recording. 100% of all such records should be received within five (5) calendar days of their recording.

**4.3.7.2 Accuracy:** There should be no more than 60 errors per one (1) million records transmitted

**4.3.7.3 Completeness:** There should be no more than 20 omissions per one (1) million records.

#### **4.4 Reporting**



**4.4.1 ILEC shall agree to develop reports to be used for local usage data performance measurement within (sixty) 60 days of the Effective Date of this Agreement.**

**4.4.2 In addition to the reporting requirements stated above ILEC shall produce and publish annually with respect to it's network and service quality performance, a report which will provide evidence that ILEC shows no undue discrimination by ILEC amongst CLECs or between ILEC retail and other CLECs with respect to quality of service.**

**4.4.2.1 The specific services to be included in the Performance Measurement Report, it's format, measurement timeframe, and initial implementation date shall be as required by MCI.**

## **Section 5. Maintenance**

### **5.1 General Requirements**

**5.1.1 ILEC shall provide repair, maintenance, testing, and surveillance for all Local Services and unbundled Network Elements and Combinations in accordance with the terms and conditions of this Agreement.**

**5.1.1.1 During the term of this Agreement, ILEC shall provide necessary maintenance business process support as well as those technical and systems interfaces required to enable MCI to provide at least the same level and quality of service for all services for resale, functions, features, capabilities and unbundled elements or combinations of elements as ILEC provides itself, its subscribers any of its affiliated or subsidiaries or any other entity. ILEC shall provide MCI with the same level of maintenance support as ILEC provides itself in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that ILEC uses and/or which are required by law, regulatory agency, or by ILEC's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as ILEC may deploy) that ILEC provides to MCI under this Agreement.**

**5.1.1.2 ILEC shall provide a SPOC (Single Point of Contact) for MCI to report via telephone maintenance issues and trouble reports twenty four (24) hours a day and seven (7) days a week.**

**5.1.1.3 ILEC shall provide MCI maintenance dispatch personnel on the same schedule that they provide their own subscribers.**

**5.1.2 MCI shall handle all interaction with MCI subscribers including all calls regarding service problems, scheduling of technician visits, and notifying the subscriber of trouble status and resolution.**

**5.1.3 ILEC shall cooperate with MCI to meet maintenance standards for all Telecommunications Services, unbundled network elements and Combinations ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.**

**5.1.4 All ILEC employee or contractors who perform repair service for MCI subscribers shall follow procedures, supplied by MCI, in all their communications with MCI subscribers. At a minimum, these procedures and protocols shall ensure that: (1) ILEC employees or contractors shall perform repair service that is at least equal in quality to that provided to ILEC subscribers; (2) trouble calls from MCI subscribers shall receive response time priority that is at least equal to that of ILEC subscribers and shall be handled on a "first come first served" basis regardless of whether the subscriber is an MCI subscriber or an ILEC subscriber.**

**5.1.5 ILEC shall provide MCI with scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services, network elements and Combinations provided to MCI under this Agreement equal in quality to that currently provided by ILEC in the maintenance of its own network.**

**5.1.5.1 ILEC shall provide MCI at least sixty (60) days advance notice of any scheduled maintenance activity which may impact MCI's subscribers including a list of all services, elements, features, functions, and capabilities which may be impacted by ILEC maintenance activities.**

**5.1.5.2 Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, estimated number of work-hours for completion.**

**5.1.6 ILEC shall notify MCI of all non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by ILEC on any network element, including, without limitation, any**

hardware, equipment, software, or system, providing service functionality which may potentially impact MCI subscribers.

5.1.6.1 ILEC shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; but in no case shall notice be given to MCI after the work has started to take place.

5.1.6.2 ILEC shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise MCI promptly of any such actions it takes.

5.1.7 ILEC shall provide MCI a detailed description of any and all emergency restoration plans and disaster recovery plans which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) provisions for immediate notification to MCI of the existence, location, and source of any emergency network outage potentially affecting an MCI subscriber; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) methods and procedures to provide MCI with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) an inventory and description of mobile restoration equipment, by location; (v) methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) methods and procedures for reprovisioning of all Telecommunications Services and network elements or Combinations after initial restoration, (vii) equal priority, as between MCI subscribers and ILEC subscribers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components, and (viii) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week.

5.1.7.1 For purposes of this subsection 5.1, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period for all subscribers in a single exchange.

5.1.8 ILEC and MCI shall establish mutually acceptable methods and procedures for the immediate, on-line transfer from ILEC to MCI of any and all misdirected calls from MCI subscribers requesting repair.

5.1.9 ILEC shall inform MCI of repair completion and trouble reason as soon as possible but not more than ten (10) minutes after restoration of network elements, or Combinations, and any other trouble reports by MCI. Notification should be provided via phone (as an interim measure), and eventually electronic interface.

5.1.10 ILEC and MCI shall mutually develop escalation procedures to be followed if, in MCI's judgment, any performance standard defined in this Agreement is not met for any individual trouble report. The escalation procedures to be provided shall include names and telephone numbers of ILEC management personnel who are responsible for maintenance issues and who will be contacted when a trouble condition is escalated.

5.1.11 In the event ILEC shall fail to conform to any specified performance and service quality standards, MCI may request, and ILEC shall perform and deliver to MCI, a root cause analysis of the reasons for ILEC's failure to conform, and ILEC shall correct said cause as soon as possible, at its own expense.

5.1.12 Dispatching of ILEC technicians to MCI subscriber premises shall be accomplished by ILEC pursuant to a request received from MCI. MCI shall be able to schedule maintenance appointments in half-day intervals. The electronic interface established pursuant to subsection 5.2 shall provide the capability of allowing MCI to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the customer's premises, and verify any actual work completed on the customer's premises.

5.1.13 ILEC shall supply MCI with a unique number to identify each MCI initial trouble report opened.

5.1.14 ILEC shall provide for resale any maintenance/protection plans to MCI that it offers ILEC's own subscribers.

5.1.15 All MCI subscribers shall be able to continue to use the established local dialing protocol to access the repair center. Upon dialing "611", the subscriber shall be presented with a non-branded menu that requests the input of the subscriber's telephone number. Once the telephone number is provided, the subscriber shall be transferred to the MCI repair center. Whenever the ILEC receives a repair call directly from an MCI subscriber, without voice response menu prompts, the call shall be unbranded and transferred to the appropriate MCI repair center.

5.1.16 At MCI's request, ILEC shall allow MCI to reopen a trouble report if the initial trouble report was closed without repairs being performed to the subscriber's satisfaction. Such reopening shall reactivate the original report. For reopened trouble reports MCI shall have the ability to escalate repair service requests.

5.1.17 ILEC shall notify MCI via phone or electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. MCI will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.

#### 5.1.18 Additional Unbundling Requirements

5.1.19 When trouble is reported by a subscriber served through unbundled network elements, MCI will test its network to identify any problems. If no problems are identified with the MCI network, MCI will open a trouble report with ILEC. ILEC shall then test its portion of the network and perform repairs as required in the timeframes set forth below in this Agreement.

5.1.19.1 MCI will coordinate combined testing or repair activities until trouble is resolved. ILEC shall provide repair updates to MCI.

5.1.20 Maintenance service options shall be unbundled to permit MCI at its option use qualified third party contractors for maintenance/repair of Network Elements.

## 5.2 Systems Interfaces and Information Exchanges

5.2.1 ILEC shall cooperate with MCI to establish real-time, electronic interface by MCI to ILEC's maintenance systems and

databases. This interface shall be seamless and transparent to MCI personnel working through MCI's systems.

5.2.1.1 An electronic bond will be a system to system connection with immediate update capability. In no way shall this interface cause MCI personnel to use ILEC systems via remote hook up or any other means of access.

5.2.1.2 This interface shall allow MCI personnel to perform the following functions for MCI subscribers: (i) enter trouble reports in the ILEC maintenance systems for an MCI Subscriber, (ii) retrieve and track current status on all MCI subscriber trouble report; (iii) receive "estimated time to repair" ("ETTR") on a real-time basis; (iv) receive immediate notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair appointment, and (v) retrieve all applicable time and material charges at the time of ticket closure (itemized by time spent, price of materials used, procedures employed, amounts incurred in each such category, and total by subscriber, per event (vi) receive automated notification of case closure.

5.2.1.3 Automated interfaces must be provided into a centralized operations support systems data base for real time network monitoring to proactively identify potential service degradation. Such systems must monitor and report on the integrity of the ILEC network, isolate trouble and initiate repair operations, test individual unbundled loops and generate maintenance and repair notices that impact any end user's ability to complete calls. Ongoing maintenance practices on unbundled loops must equal or exceed the practices employed by the ILEC for facilities used to provide services for resale.

5.2.1.4 ILEC agrees to develop and implement, as soon as possible but not later than January 1, 1997, the electronic interfaces described above.

5.2.2 ILEC agrees that MCI may report troubles directly to a single ILEC Repair/Maintenance Center for both residential and business subscribers unless otherwise agreed to by MCI.

5.2.3 ILEC shall perform all testing for Resale Services.

**5.2.3.1 ILEC shall provide test results to MCI, if appropriate, for trouble clearance. In all instances, ILEC will provide MCI with the disposition of the trouble.**

**5.2.3.2 If ILEC initiates trouble handling procedures it will bear all costs associated with that activity. If MCI requests the trouble dispatch then MCI's subscriber will bear the cost.**

**5.2.4 ILEC shall provide to MCI the ability to obtain the status on open maintenance trouble reports via telephone or by another interface as MCI may agree. ILEC agrees to provide the status of residence and small business trouble reports upon MCI's request.**

**5.2.5 ILEC agrees to provide to MCI the status for open maintenance trouble reports for large business subscribers anytime the status of the trouble report changes or at MCI's request.**

**5.2.6 ILEC agrees that MCI may call ILEC to verify central office features and functions as they relate to an open trouble report. ILEC agrees to work with MCI on the initial trouble report to isolate the cause of the trouble and, where possible, resolve the feature/function related trouble at that time.**

**5.2.7 ILEC agrees to proactively advise MCI of any central office failure that is known at the time of any inquiry or trouble report. ILEC agrees to continue to work with MCI toward implementing a process to meet MCI's requirements for notification of switch failures as soon as possible.**

**5.2.8 ILEC agrees to provide an Estimated Time To Repair (ETTR) on all residence and small business trouble reports.**

**5.2.9 ILEC agrees to develop, with MCI's cooperation, mutually acceptable workcenter interface agreements to document methods and procedures for interim and final interfaces for each service within (30) thirty days the effective date of this Agreement of MCI's notice to ILEC of its initiation of that service.**

### **5.3 Standards**



**5.3.1 Maintenance charges for premises visits by ILEC employees or contractors shall be billed by MCI to its subscriber.**

5.3.1.1 ILEC employees or contractors shall, present the subscriber with an MCI provided, MCI-branded form detailing the time spent, the materials used and an indication that the trouble has either been resolved, or that additional work will be necessary.

5.3.1.2 If additional work is required, ILEC employees or contractors shall call MCI from subscriber premises so that MCI can schedule a new appointment with ILEC and subscriber at the same time.

5.3.1.3 The ILEC employees or contractors shall obtain the subscriber's signature upon said form, and use the signed form to input maintenance charges into the ILEC repair and maintenance database (accessible by way of electronic interface). These charges shall include any charges for inside wiring work by ILEC employees or contractors.

**5.3.2 ILEC agrees to work with MCI to support expeditious development of an industry standard trouble report entry format and agrees to implement such standard within sixty (60) days after final resolution by the Network Operation Forum (NOF).**

**5.4 Performance Measurements and Reporting**

**5.4.1 Cycle Time Measurements**

5.4.1.1 Until electronic interface exists, ILEC agrees that MCI may report troubles to ILEC's repair bureau by telephone and or dial up modem at MCI's discretion. ILEC repair bureau shall conform to the following performance and service quality standards when providing repair and maintenance to MCI and MCI subscribers under this Agreement:

5.4.1.2 When repair service is provided to MCI subscribers before an electronic interface is established between MCI and ILEC, the following standards shall